



**AVIATION ADVISORY BOARD
FORT LAUDERDALE EXECUTIVE AIRPORT
ADMINISTRATIVE OFFICE - MULTIPURPOSE ROOM
6000 NW 21 AVENUE, FORT LAUDERDALE, FLORIDA
THURSDAY, March 26, 2015, 1:30 P.M.**

Board Members	Attendance	Cumulative Attendance 7/13 through 6/14	
		Present	Absent
Ron Carlson	P	8	0
Jeffrey Fauer	P	6	2
Linda Iversen, Chair	P	8	0
Patrick Kerney	P	5	3
Ed Kwoka	P	7	1
Tom Moody	P	6	2
Stephen O'Malley, Vice Chair	P	8	0
Dana Pollitt	A	5	3
Mark Volchek	A	5	3
John Watt	P	1	0
Pamela Bushnell, Commissioner	P	6	2
City of Tamarac [non-voting]			
Jeff Helyer, City of Oakland Park [non-voting]	P	8	0

Airport Staff

Diana Alarcon, Transportation and Mobility Director
Julie Leonard, Transportation and Mobility Deputy Director
Rufus James, Acting Airport Manager
DJ Williams-Persad, Assistant City Attorney
Karen Reese, Airport Business Outreach & FTZ Administrator
Fernando Blanco, Airport Engineer
Diana McDowell, Administrative Assistant II
Donna Varisco, Administrative Assistant I
Angelia Basto, Senior Accounting Clerk

CALL TO ORDER

Chair Iversen called the meeting to order at 1:32 p.m.

1. Roll Call

Roll was called and it was determined a quorum was present.

2. Telephonic Participation Vote – Dana Pollitt

No vote taken, Mr. Pollitt did not call in

VOTING ITEMS

1. Approve Minutes of February 26, 2015 Meeting

Motion was made by Mr. Kerney and seconded by Mr. Carlson to approve the minutes. In a voice vote, motion passed unanimously.

2. Airfield Lighting Rehabilitation-HDR Engineering, Inc.-Task Order 3

Staff recommended approval of Task Order No. 3 with HDR Engineering in the amount of \$79,980.

Motion was made by Mr. Kerney and seconded by Mr. Carlson to accept staff's recommendation. In a voice vote, motion passed unanimously.

3. Gopher Tortoise and Burrowing Owl Permitting and Relocation-E Sciences, Inc.-\$11,598

Staff recommended approval of Task Order No. 5 with E Sciences, Inc. in the amount of \$11,598.

Motion was made by Mr. Kerney and seconded by Mr. Fauer to accept staff's recommendation. In a voice vote, motion passed unanimously.

4. Parcel 9 Lease Expiration, Failure to Construct Improvements

Staff asked the Board to make a recommendation for the City Commission to consider.

Representatives from Aero Toy Store and First Mortgage addressed the Board on behalf of their clients, with a request to extend Parcel 9 Lease for 90-days beyond the 4/1/15 expiration date. Mr. Morall, Attorney, for the mortgagee shared a PowerPoint Presentation (copy attached) with their proposal for consideration. Mr. Horowitz, General Counsel to Aero Toy Store, Hamid Dameas, Attorney representing Sheltair and Mr. Holland, Owner/Operator of Sheltair spoke on behalf of granting the 90-day extension to Aero Toy Store so they can continue to negotiate with Sheltair and the City in order to cure the issues on this Parcel. After hearing from both sides, the Board made the following recommendation:

Motion was made by Mr. Kerney and seconded by Mr. Kwoka to recommend a 90-day extension to Aero Toy Store, for the Lease, to cure their issues. In a voice vote, motion passed unanimously.

5. Termination of Parcel 8G Lease with D.H.S. Investments LLC

Staff recommended that the City Commission authorizes the City Manager to terminate the Lease for Parcel 8G with D.H.S. Investments LLC, in accordance with paragraph 15 of the Lease.

Motion was made by Mr. O'Malley and seconded by Mr. Carlson to support staff's recommendation. In a voice vote, motion passed unanimously.

UPDATE ITEMS

A. Noise Compatibility Program

Mr. James provided an update.

B. Development and Construction

Mr. James provided an update noting that Mr. Blanco will be giving an update on the status of the Customs Building project in ITEM F.

C. Arrearages

Ms. McDowell provided an update.

D. Communications to the City Commission

The Board had nothing to communicate to the City Commission.

E. FLL Update

No update given

F. U.S. Customs and Border Protection Facility-James B. Pirtle Construction Company, Inc.-Change Order No. 1 and Change Order No. 2

Mr. Blanco provided the board with a status report on the Customs and Border Patrol facility, which should be completed by the end of April. He told the Board the reason for the change orders and mentioned an additional change order will be brought before the Board at a later date, to address additional items that the Department of Homeland Security requested during their last walk thru meeting; that change order has yet to be determined

Other Items and Information

Ms. Reese gave a report that another company, JL Audio, out of Miramar, Florida has applied to become an operator in the City's Foreign-Trade Zone 241 program.

Ms. Leonard gave an update on Schlitterbahn Water Park. She notified the Board that an appraisal has been completed and submitted to the FAA and the City is moving forward with an executed document that will have the City's General Fund purchase the property from the Airport, which should take place within the next couple of months.

Chair, Iversen announced that this would be her last meeting, because Commissioner Rogers has appointed someone to replace her, as she has met her term limits.

Mr. Kerney announced that he just purchased Florida Helicopter, providing helicopter training, located on the airfield. He does not feel his new business venture would create a conflict but he offered to step down if the Board felt it would. The Board opined they did not feel there would be a problem with him remaining on the Board and were confident that if a conflict did arise, he would recuse himself from the vote.

Ms. Leonard/Ms. Alarcon gave details of a training session the City will be holding for Board members on the Sunshine Law, Public Records and Conducting Public Meetings. The training is required for new members but all were encouraged to attend.

Ms. Bushnell mentioned that the City of Fort Lauderdale had been diligent in power washing and repairing the north side of the dividing wall, between the south side of the Airport, and the Boulevards of Tamarac Community. The residence of this community asked that the south side of the wall get power washed and repaired as well. The City of Tamarac is working in cooperation with the Airport and the City of Fort Lauderdale to get their permission and permission of each homeowner in that community, to accomplish this. She thanked everyone for helping with this long, ongoing project.

Mr. James gave thanks to Chair Iversen for her service on the Board. He shared how she was instrumental in saving the City \$1.1 million by convincing the right person, at the groundbreaking ceremony for the new Control Tower that the Airport should not have to pay for the second Air Traffic Controller position now required after midnight.

There being no further business before the Board, the meeting adjourned at 2:57 p.m.

➤ Next scheduled meeting: April 23, 2015 – 1:30 p.m.

[Minutes prepared by Donna Varisco, Administrative Assistant

PLEASE NOTE:

If a person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

LEGAL RIGHTS AS FIRST MORTGAGE HOLDER

MGB FINANCE HOLDINGS, LLC

Amended and Restated Lease Agreement dated March 11, 2008

- ▶ The current Lease on Pages 33-36, ¶42-Rights of Lessee to Mortgage Lessee's Interest Under this Lease and Rights of Leasehold Mortgage
- ▶ (d) The leasehold mortgagee, upon mailing by Lessor [City of Fort Lauderdale] of the notice referred to in subparagraph (c) ... shall have, in addition to the grace period extended to the Lessee [Aero Toy Store, LLC] under the terms and conditions of this Lease Agreement, a period of 60 days within which to cure the default... or to commence to cure such default with diligence and continuity...

- ▶ **The monetary default was cured and MGB has been acting diligently to retake the property by pursuing a foreclosure action on the Leasehold Interest. In addition through an affiliate CPC Finance I, LLC, action has been taken to enforce a judgment and take possession of the Property through a Sheriff Levy.**

- (f) In case the Lessee shall default under any of the provisions of this Lease Agreement, the leasehold mortgagee shall have the right to cure such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Lessee is required to perform, and the Lessor shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by the Lessee.

- ▶ **The non-monetary default is anticipated to occur on April 1, 2015, (failure to construct Improvements) and the purpose of the meeting with the City on March 18th was to initiate a process to remedy the non-monetary default as allowed by the Lease in anticipation of the default. As a result MGB is exercising its rights under the leasehold mortgage.**

- › (g) In the case of any default by the Lessee, other than in the payment of money under this Lease Agreement, the Lessor, so long as no default in respect of the payment of minimum rental and additional rental shall exist, will take no action to effect a termination of the term of this Lease Agreement ... without first giving to the leasehold mortgagee a reasonable time, not to exceed 45 days from the mailing of notice by Lessor, within which either (i) to obtain possession of the Premises ... to cure such default in the case of a default which is susceptible to being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure proceedings and complete such foreclosure or otherwise acquire the Lessee's interest under this Lease Agreement with diligence and continuity and thereafter to commence and diligently proceed to cure such default; ... nothing in this Paragraph shall preclude the Lessor from exercising any rights or remedies under this Lease Agreement with respect to any other default by the Lessee during any period of such forbearance. (Emphasis added)

- ▶ MGB's foreclosure action was pending at the time the default notice was received and MGB has been diligently pursuing a foreclosure action and on March 11, 2015, a Foreclosure Judgment was granted with a Sale Date in July.

- ▶ **(h) In the event of the termination of this Lease Agreement ... the Lessor will enter into a new lease of the Premises with the leasehold mortgagee ... for the remainder of the term, effective on the date of such termination, ... provided that such leasehold mortgagee makes written request and executes, acknowledges and delivers to the Lessor such new lease within 30 days from the date of such termination and ... are accompanied by payment to the Lessor of all amounts then due to the Lessor ...**
Any new lease referred to in this Paragraph shall not require any execution, acknowledgment or delivery by the Lessor in order to become effective as against the Lessor (Emphasis added).

- **As a result of the anticipated termination, this language obligates the City to lease the property to MBG as the leasehold mortgage holder.**

- **(i) The leasehold mortgagee may become the legal owner and holder of this Lease Agreement by foreclosure of its mortgage or as a result of the assignment of this Lease Agreement in lieu of foreclosure, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease Agreement (Emphasis added).**

- **(j) In the event that a leasehold mortgagee shall become the owner or holder of the Lessee's interest by foreclosure of its mortgage or by assignment of this Lease Agreement in lieu of foreclosure or otherwise, the term "Lessee" ... means only the owner or holder of the Lessee's interest for the time being so that, in the event of a sale, assignment or other disposition of the Lessee's interest in this Lease Agreement by the mortgagee, the mortgagee shall be entirely freed and relieved of all covenants and obligations of the Lessee under this Lease Agreement**

First Amendment to Amended and Restated Lease Agreement dated March 20, 2012

- ▶ **Page 2, ¶4 – Term – This provision states that the Lease commences April 1, 2008 and terminates 30 years later, but will expire in 84 months from the commencement date if Lessee fails to construct certain improvements on the premises.**

- ▶ **This alters the provision contained in at page 3, ¶4 of the Amended and Restated Lease Agreement, resulting in the practical effect of this amendment effectively extending the expiration of the Lease until at least April 1, 2015 (rather than April 1, 2013) as a result of Aero Toy Store's failure to construct improvements on the premises.**

Page 4, ¶5 provides that the Lease remains unchanged in all other respects and remains in full force and effect.

Crown Aviation

March 26, 2015

Operating History

Hamid Hashemi

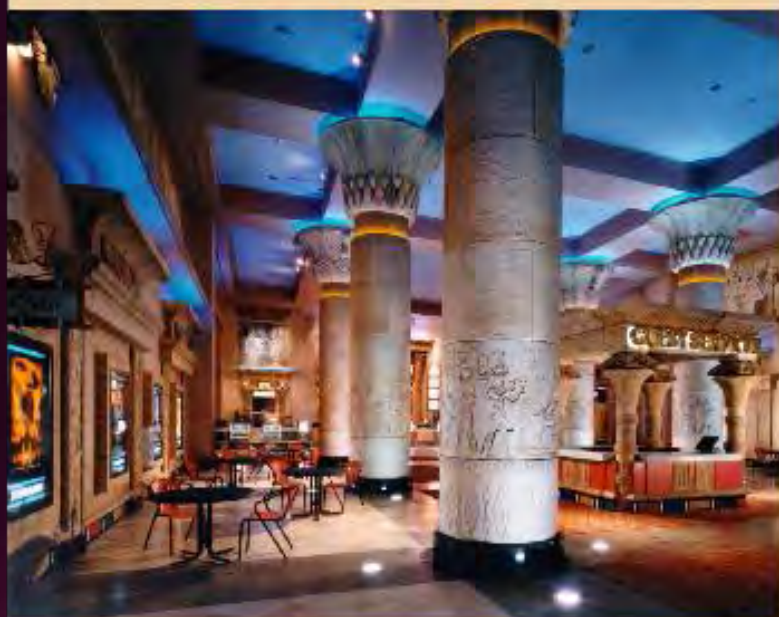
Founded 3 major operating businesses in South Florida
over the past 30 years

Muvico Theater Founder and CEO from 1984 to 2005

iPic Theaters Founder and CEO from 2006 to Current

Premier Aviation of
Boca Raton Founder and CEO 1999 to current

Muvico Theaters



MUVICO PARADISE 24

Davie, Florida

Muvico Paradise 24 has continually set box-office records throughout the country making it one of the most recognized and talked about theaters in the industry.

In all of its auditoriums Muvico Paradise 24 features stadium seating, Dolby Digital sound, wall-to-wall curved screens, superior viewing sightlines and seats especially designed for Muvico Theaters.

The theater also features a children's playroom, curbside valet parking, and extended concessions where moviegoers can feast on such treats as freshly prepared hot pizza, popcorn shrimp, chicken wings, curly fries and much more.

AWARDS

- **Signs of the Times**
First Place Design Award, 1999
- **ISP/VM+SD**
First Place Design Award
for Entertainment Facility, 1999
- **Society of Environmental
Graphic Design**
Juror's Award, 1999

EXPERIENCE



MUVICO PALACE 20

Boca Raton, Florida

Features of "America's Most Luxurious Movie Palace" include a children's playroom, curbside valet parking, stadium seating in 20 auditoriums, birthday party rooms, made to order lite meals and intimate Premier level balcony screening salons, full-service cosmopolitan dining, a full-service bar, meeting facilities, concierge service and more.

State-of-the-art theater technology comes together with peerless amenities and outstanding service, making industry history and creating a wholly unique moviegoing experience that can only be - Muvico Palace 20.

AWARDS

- Associated Builders and Contractors
Florida East Coast Chapter
Excellence in Development &
Construction Award, 2000

EXPERIENCE



MUVICO PARISIAN 20

West Palm Beach, Florida

Located in one of the nation's most prestigious shopping, dining and entertainment venues, CityPlace, Muvico Parisian 20 takes moviegoers back to the international elegance of yesteryear with this sophisticated and opulent movie palace.

The Parisian 20's offerings include all the features you'd expect at Muvico Theaters: specialty stadium seating, Dolby digital sound and superior viewing sightlines, just to name a few.

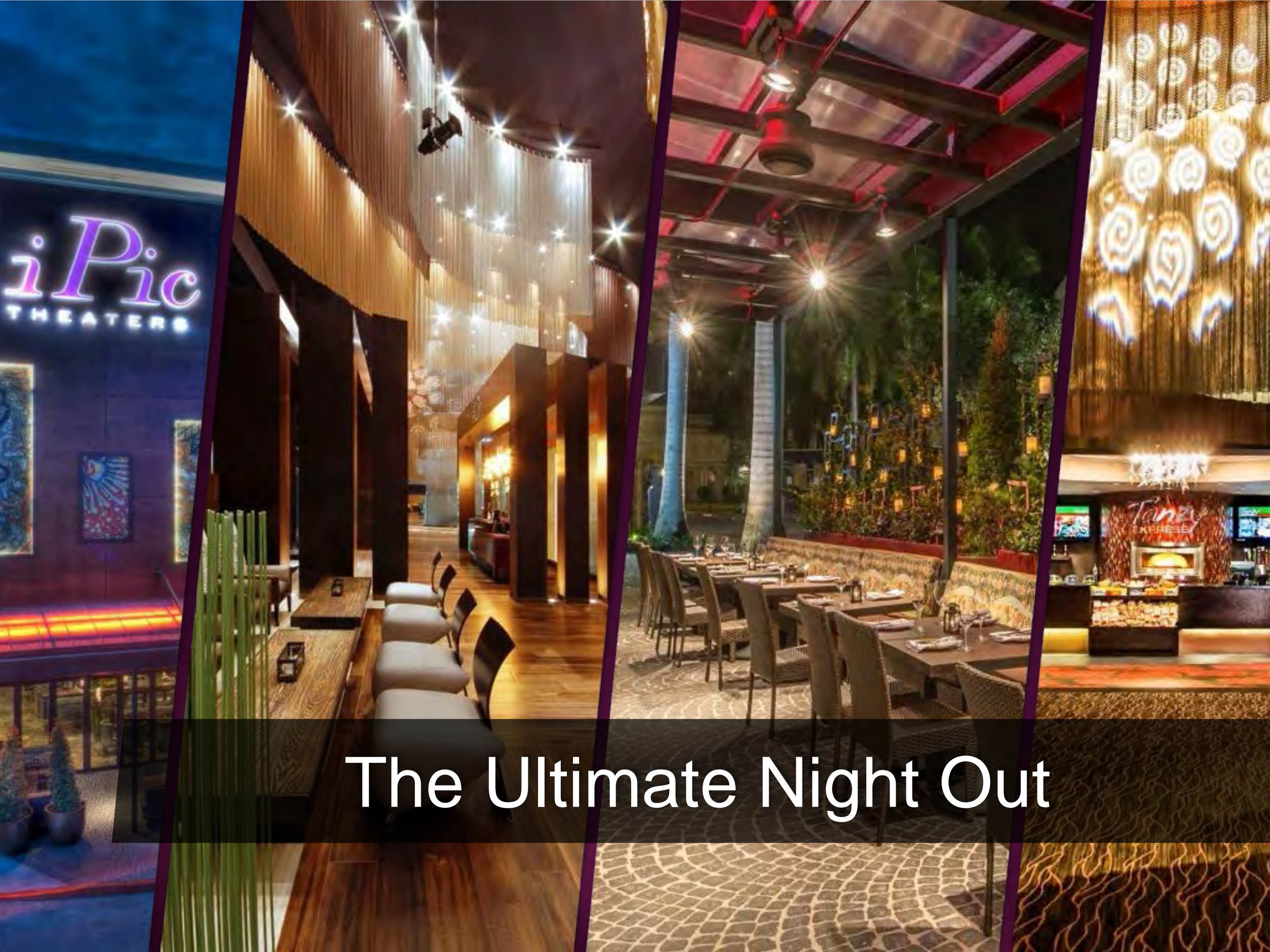
Adding to the excitement of Muvico's well-known amenities is The Premier Theater & Bar. Guests will enjoy a choice of sumptuous menu items featuring Muvico's signature Pan Bellos and daily sushi selections. Its signature specialty drinks and cocktails, beer, wine and champagne are available for pre, during and post screening enjoyment.

EXPERIENCE

iPic Theaters



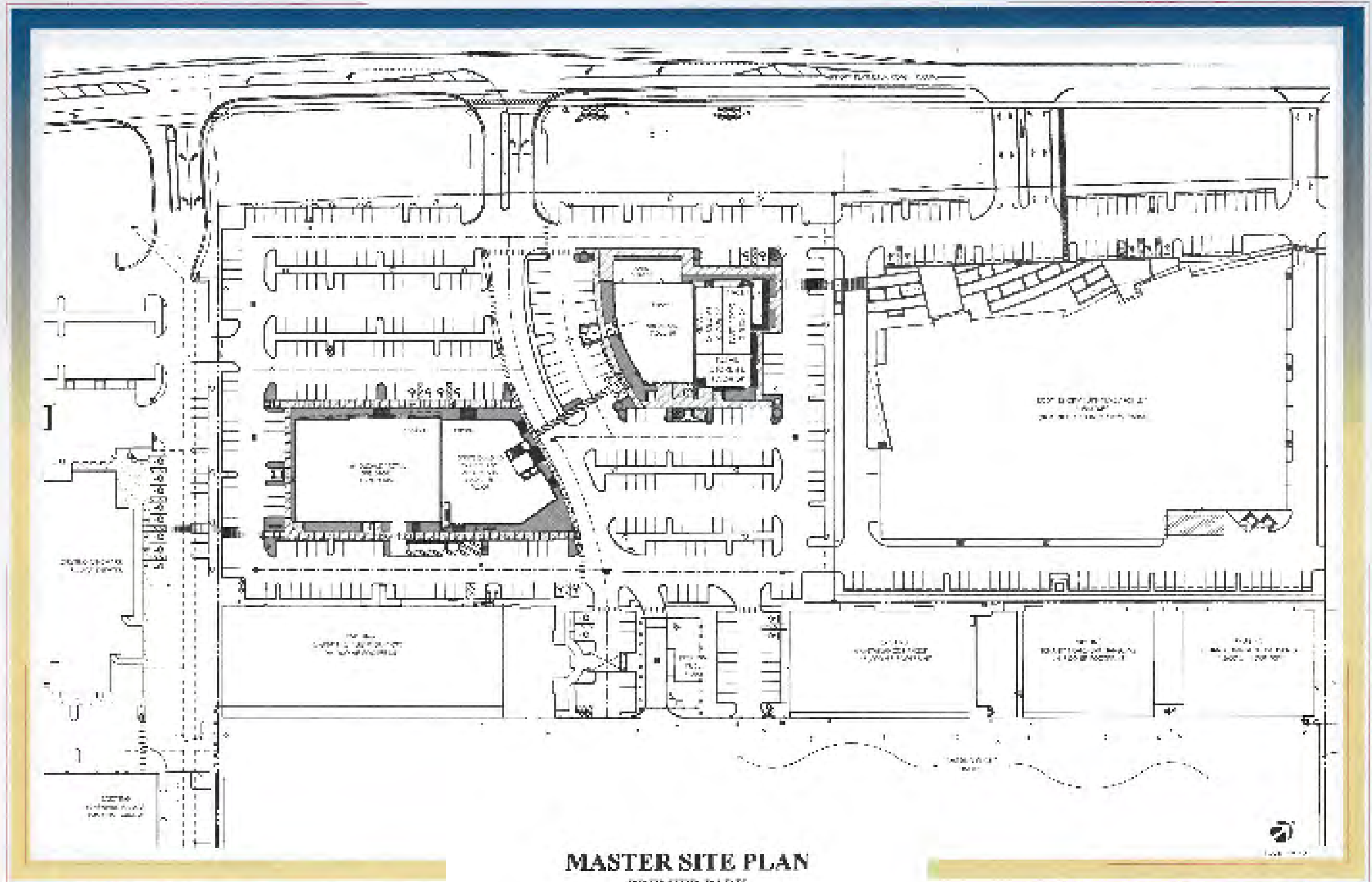
Mizner Park, Boca Raton, FL



The Ultimate Night Out



Premier Aviation of Boca Raton



NOTED: ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

Premier Office Park

3250 Airport Road, Boca Raton, Florida 33431



Premier Aviation
15 acre development at Boca Raton Airport



Premier Aviation
72,000 square feet of hangar space



Premier Aviation

17,000 square foot FBO building



Premier Aviation
17,000 square foot FBO building



Premier aviation

Ranked #1 in Florida in its first year of operation by AIN



Premier Aviation

Ranked #6 in the Nation in its first year of operation by AIN

An aerial photograph of a commercial building, likely a restaurant or retail store, with a flat roof and a sign that reads "Papa John's". The building is surrounded by a parking lot with several cars and a grassy area. The text "Out parcel development" is overlaid on the image, followed by "7,000 square foot restaurant & 7,000 square feet of retail".

Out parcel development
7,000 square foot restaurant & 7,000 square feet of retail



Current Development
40,000 square feet of office space plus 15,000 of retail

expertise

approved

Boca Aircraft
MAINTENANCE

Boca Aircraft Maintenance

Operations in Boca Raton and Opa Locka

Boca Aircraft
MAINTENANCE

Located in sunny, South Florida, Boca Aircraft Maintenance provides the total package of aircraft maintenance services. It's your one stop shop for services, including: complete airframe and engine maintenance, inspections, and avionics repair and installations.

Some of our additional qualifications and services include the following:

Airframes:

- FAA certified Repair Station
- EASA approved
- Government of Bermuda approved
- Falcon, Eclipse, Challenger, Learjet, Gulfstream, and Hawker airframe and engines capabilities
- Highly trained, factory trained technicians
- Landing gear removal and management of overhaul/repair
- NDT, interior refurbishment and hydrostatic testing services available
- Defueling and weighing capabilities
- Specialty equipment on site
- Competitive parts pricing
- Parts and labor warranty
- Battery service
- Tire replacement
- Responsive AOG mobile services

Avionics:

- RVSM recertifications
- Autopilot, Satcom, Wifi, cabin entertainment troubleshooting and repair
- FMS, phone and internet installation services
- ELT checks
- Nav/Comm and HF troubleshooting, and repair
- Annual avionics inspections for air carriers

Powerplant:

- Line maintenance and inspections
- Boroscope inspections
- Compressor washes
- ECTM downloads
- Engine removal and installation
- APU inspections and maintenance

Additional Services :

- Maintenance management
- Technical evaluations and Prebuys
- Used aircraft sales and purchasing consulting

3300 Airport Road • Hangar 2 • Suite #121

Boca Raton, FL 33431

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CRS# 3BOR535B • EASA.145.6261

BDA/AMO/409

Crown Aviation

Proposed construction schedule

Crown Aviation will assume all financial obligation under the lease from execution of sale scheduled to take place on April 28, 2015

Begin Negotiations to amend the lease to provide for revised construction period

Propose to build per requirements of the lease for size and dollar value

Crown Aviation

Proposed construction schedule

60 days to Amend the lease

12 months to submit preliminary plans to the Airport Advisory Board and the City

Begin construction within 60 days upon final approval of all plans and specifications and obtaining permit

PUBLIC POLICY TO PROTECT LEASEHOLD MORTGAGE HOLDER

- ▶ **Financing Airport Leaseholds are difficult in the normal course of business. Any Failure to protect the rights of the LEASEHOLD MORTGAGE HOLDER will only add to the difficulty in procuring future financing for a Leasehold Interest at Fort Lauderdale Executive Airport.**

REQUEST BY MGB

- ▶ MGB is READY WILLING AND ABLE to fulfill the terms of the Lease as contemplated therein and enter into a NEW LEASE pursuant to their rights as the Leasehold Mortgage Holder. MGB with its Operating Partner will need at least thirty (30) days as contemplated under the existing Lease to enter into the New Lease with the City but in abundance of caution is requesting 90 days to allow both parties to become comfortable with the process and timing on constructing the Improvements contemplated in the LEASE.